

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ORIENT OVERSEAS CONTAINER LINE
LIMITED,

20 Civ. 260

Plaintiff,

-against-

COMPLAINT

GUANGYI GROUP (U.S.A.), INC.,

Defendant.

PLEASE TAKE NOTICE that Plaintiff, ORIENT OVERSEAS CONTAINER LINE LIMITED (“OOCL”), by its attorneys, Mahoney & Keane, LLP, as and for a Complaint against Defendant, GUANGYI GROUP (U.S.A.), INC. (“GUANGYI”), alleges, upon information and belief, as follows:

1. This is a claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and falls under the Court’s admiralty and maritime and federal question jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1333 in that it involves a claim for the breach of a maritime contract.

2. Plaintiff, OOCL, is a corporation duly organized and existing pursuant to the laws of foreign country, with offices and place of business located in Hong Kong, China.

3. Defendant, GUANGYI, is a corporation duly organized and existing pursuant to the laws of California with offices and a place of business located at 15201 Hughes Way, Suite 415/401, Long Beach California 90810.

4. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION

5. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "4" as if specifically set forth herein at length.

6. In or about July of 2018 and at all relevant times herein OOCL, as "Carrier", and GUANGYI, as "Shipper", entered into and were parties to a confidential Service Contract numbered PW182110 for the ocean transportation of containerized plastic scrap cargoes from the United States to Malaysia.

7. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with the goods.

8. However, on or about July 24, 2018, the Malaysian government revoked its policies for accepting plastic scrap for processing, and six of GUANGYI's containers at the Long Beach load port were not permitted to be legally shipped to Port Klang under the intended bills of lading, identified, along with the said six containers, in OOCL's Invoices, true copies of which are herewith attached as Exhibit 1.

9. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreements by, inter alia, failing to pay for demurrage accrued on the containers, all as duly invoiced by Plaintiff to Defendant.

10. As a result of Defendant's breach of the agreements, Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the governing contracts and at law.

11. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

12. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

13. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$71,350.00, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION

14. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "13" as if specifically set forth herein at length.

15. Defendant has an account stated with Plaintiff.

16. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$71,350.00, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION

17. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "16" as if specifically set forth herein at length.

18. Defendant has been unjustly enriched at Plaintiff's expense, and Plaintiff is entitled to restitution from Defendant in the amount of \$71,350.00, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A FOURTH CAUSE OF ACTION

19. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

20. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiffs pray that judgment be entered in favor of Plaintiffs for an amount exceeding \$71,350.00, together with interest, costs, fees, including reasonable attorneys' fees, and disbursements; that Court process be issued against the Defendant; and that Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York
 January 10, 2019

MAHONEY & KEANE, LLP
Attorneys for Plaintiff

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